



Terms and Conditions

This agreement is made between:

The Structured Data Company Limited (referred to herein as “Us”, “We”, “Our”)

Our registered office is: C/O Chalk Hill Barn Office 1 Upstairs, Yew Tree Farm, Stone Street, Stanford, Kent, England, TN25 6DH

Company number 16095340

And

the individual, partnership, organisation or company purchasing Services from Us (“the Client”)

1. Definitions

“**Services**” means all work, consulting, telephone calls, email communication, support, implementation, optimisation, updates, and other Services performed by Us to You pursuant to this Contract or as otherwise agreed with the Client.

“**Contract**” and “**Agreement**” mean this document and all the rights and obligations in relation to the Parties described herein.

“**Payment**” or “**Charges**” means the fee charged for each Service, billing cycle or term.

“**Party**” or the “**Parties**” mean the parties to this Contract.

“**work**”, “**SEO work**”, “**Structured Data**” and “**SEO**” means search engine optimisation as a professional service that We provide for Your website with the goal of meeting certain standards of third party search engines like Google. The limitations and expectations of this work are as defined and agreed upon under the Our Responsibilities section of these terms and conditions (section 2).

2. Our Responsibilities

- 2.1. We agree to carry out the Services with reasonable care and skill which We will continually adapt to meet the needs of the SEO industry as these evolve. We reserve the right to adjust from time to time the



sub-tasks and methods of each deliverable listed in the best interests of Your business. We will notify You in writing of any significant change of deliverables and Our reasons behind the decision.

- 2.2. That the Services to be provided hereunder will be performed in a professional manner consistent with the standards of the industry and the best practices as defined by <https://schema.org> and Google structured data guidelines.
- 2.3. No other warranties of any kind whether express or implied with respect to this Contract or the Services including, but not limited to, any implied expectation of ranking, conversion rate, profitability, Rich Results, or usage for a particular purpose.
- 2.4. This Contract is entered into with the mutual understanding that a specific search result ranking, rich result, Domain Rating, or similar metric is not in any way guaranteed by Us to You. It is also mutually understood that since search engines have their own proprietary algorithms that change with time, We will perform the Services with reasonable care and skill within Our exclusive scope of abilities in any given moment.
- 2.5. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of Our rights or obligations under this Contract, without Your prior consent. If We use subcontractors, We accept full responsibility for every act or omission of the sub-contractor as if it were an act or omission of Our own.

3. The Client's Responsibilities

- 3.1. You agree to:
 - 3.1.1. Our terms and conditions
 - 3.1.2. Provide Us with the information, access, passwords and assistance as We may reasonably require within sufficient time to enable Us to perform the Services as per the terms and conditions of this Agreement; recognising that You are responsible for the accuracy and legal use of any information submitted to Us, and shall obtain and maintain all necessary permissions and consents in connection with the Services. This may include but are not limited to the following:
 - 3.1.3. Access to Your Google Business Profile account
 - 3.1.4. Access to Your Google Search Console account
 - 3.1.5. Access to Your Google Merchant Center account and feed
 - 3.1.6. Access to Your Google Analytics account



- 3.1.7. Access to the software You use to track keyword rankings, e.g. SEMRush, Ahrefs or similar
 - 3.1.8. Any other access which We require in order to be able to deliver the Services or track performance of Your Website.
- 3.2. Make any necessary changes to the Website, or external Website e.g social media profiles, business profiles or similar as recommended by Us, in a timely manner, and inform Us in writing on the same or next working day once these changes have been carried out.
- 3.3. Hire the services of a developer, similar professional person or company, who can implement the structured data code, content and any other recommendations made by Us on Your Website on Your behalf.
- 3.4. Not alter in any way, either prior to implementation or after, the structured data code or content which We provide to You without Our prior consent.
- 3.5. Nominate a suitable individual to act as Your representative to liaise with Us regarding the Services and make them available for a monthly call to discuss the Services provided related to this Contract.
- 3.6. Meet the payment schedules and requirements defined in this Contract.
- 3.7. Attend all pre-scheduled meetings with Us on time wherever possible, or give Us at least two hours notice of Your intention to cancel or reschedule the meeting. Failure to attend or reschedule a prior arranged meeting will result in You being charged for Our time regardless.
- 3.8. That all questions, concerns, or requests for assistance related to the Services shall be addressed during the previously agreed scheduled meetings only. In the event of an emergency, the Client may contact Us by email or telephone during the working hours of 10am until 6pm, Monday to Friday, UK time. An emergency is defined as a critical issue that requires immediate attention and could significantly impact the Services or the Client's business over which We have direct control.
- 3.9. That unscheduled meetings, telephone calls, responding to emails or chats and contact in case of emergencies are all classed as billable time and will be taken out of Your monthly allocation or will require additional payment, apart from the hour-long monthly progress call, which is included.
- 3.10. Comply with license terms for any and all items provided, installed, and/or maintained by Us;
- 3.11. Comply with all applicable laws and regulations governing transmissions of data;



- 3.12. Not use Our provided Services for illegal or unauthorised purposes, to interfere with or disrupt other users, Services, or equipment, or to propagate computer viruses or worms.
- 3.13. Not solicit any of Our employees or contractors during the Duration of this Contract and for a period of twelve (12) months after the termination hereof.

4. Payment

4.1. **Project basis -**

- 4.1.1. Payment of half of the amount of the total cost of the project must be made before commencement of the work, which will be invoiced to You. We will not commence the work until this has been paid.
- 4.1.2. The remainder of the invoice must be paid within 14 days of the receipt of the invoice, which will be sent after the work is delivered to You.
- 4.1.3. If You have required any additional Services not previously agreed, You agree to remit payment for any Additional Charges per the terms stated on the invoice for such Charges.

4.2. **Monthly basis -**

- 4.2.1. Payment for the current month's work, which will be invoiced at the end of each month, must be made within 14 days of the receipt of the invoice.
- 4.2.2. If You have required any additional Services not previously agreed during that calendar month, You agree to remit payment for any additional Charges per the terms stated on the invoice for such Charges.
- 4.3. Payment is to be made via Bank transfer to Our nominated bank account which is held with Starling Bank and will be stated on your invoice.
- 4.4. You agree to Pay all fees owing hereunder when due, regardless of whether or not You have denied any Services hereunder;
- 4.5. **Note:** We are not VAT registered at the time of commencement of this Contract.
- 4.6. **Late Payments** - Any invoices or fees that are not paid when due shall be subject to interest at the rate: 8% per annum above the Bank of England base rate for every day that the balance is overdue, as well as compensation for late payment. You shall pay any and all costs and



expenses, including without limitation, reasonable solicitors' fees incurred by Us in enforcing this policy or in collecting from You any amounts due to Us hereunder. If payment is overdue by 14 days or more We have the right to suspend services until payment is received in full.

- 4.7. **Disputes** - You shall promptly provide Us with written notice of any disputes or concerns You have with respect to any invoices, charges, and payments within thirty (30) days of Your receipt of such invoice.

5. Termination

5.1. **Monthly basis** -

- 5.1.1. Either Party has the right to terminate the Contract by giving a minimum of 1 month's written notice to the other Party assuming You have paid all amounts due or payable to Us, excluding those disputed in good faith.

5.2. **Project basis** -

- 5.2.1. Either Party has the right to terminate the Contract by giving a minimum of 1 week's written notice to the other Party. An invoice will be sent for work already carried out, which must be paid within 14 days of receipt of the invoice.

- 5.3. Either party also has the right to terminate without notice if the other party:

- 5.3.1. Has committed a material breach of this Agreement, unless the breach is capable of remedy, in which case the innocent Party will have the right to terminate if the other Party has failed to remedy the breach within 14 days after receiving written notice to do so.

- 5.3.2. Goes into either voluntary or compulsory bankruptcy or insolvency event (except for the purpose of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.

- 5.4. If this Contract is terminated, We will continue to provide the Services and You will continue to pay the fees during any period of notice, except in accordance with the exceptions mentioned above. You will also be required to pay Us immediately for any other Services We have provided at Your request that have not yet been paid for.

- 5.5. Any and all obligations of the Parties, which either expressly or by their nature continue beyond the termination date of the Contract, will survive termination on a pro-rata basis as agreed to under Payment.



6. Intellectual Property Rights

- 6.1. All intellectual property rights, including but not limited to copyrights, trademarks, and trade secrets, created or developed as part of the Services shall be owned by the Client. The Client shall legally own all rights to the content provided by Us, including any text, images, or other materials.
- 6.2. We grant the Client a non-exclusive, non-transferable license to use the structured data code created by Us. This license is limited to the specific website or project for which the code was developed. Use of the code We have created on other websites is against the Terms of this Agreement, and due compensation will be sought by Us if the code We have written is found on any other website owned by the Client or its subsidiaries.
- 6.3. We retain the right to use the underlying open-source components and any original structured data code developed by Us for internal purposes, including but not limited to; training, development, templates or showcasing its capabilities. However, We will not use the specific exact implementation of the structured data code created for the Client for any other Client or project.
- 6.4. You are responsible for all content creation, unless both parties agree for Us to undertake copywriting on Your behalf. We will proofread and correct any obvious errors such as spelling mistakes, however we will not be held responsible for any errors contained in the content You provide to us or which is provided on Your Website. You are responsible for ensuring that You have the appropriate rights to use text, images and any other copyrighted materials that You have not created. You agree to fully indemnify Us against any claims for damages for breach of copyright or any other claims in relation to the content used on Your Website
- 6.5. You agree that any content provided is not defamatory, illegal, pornographic and does not infringe any third party rights including but not limited to, any intellectual property rights. You agree to indemnify Us against any third party claim or action brought against Us for any such infringement.

7. Liability

- 7.1. You agree that We cannot be held liable for any results outside of Our control, such as the quality of leads or sales made by Your team or



Website, competitor websites outperforming Your Website, Website malfunctions or failure of the Website to achieve positive results due to no fault of Ours. You acknowledge that We have no control over changes to search engine policies or algorithms.

- 7.2. We do not accept any liability for the acts or omissions of any third parties such as developers that are instructed by You to carry out work to implement the structured data or content provided.
- 7.3. Provided that We upheld Our obligations hereunder, You agree that no refunds or discounts will be given for any negative impact on the part of any search engine. While We will provide professional advice in relation to the Services on a continual basis, You certify that We have not given nor implied any guarantees regarding Your website rankings in search engines due to these beyond Our scope and control.
- 7.4. Nothing in this Agreement excludes or seeks to exclude Our liability for death or personal injury caused by Our negligence, or for fraud or fraudulent misrepresentation.
- 7.5. You further agree to:
 - 7.5.1. Accept full and exclusive responsibility for Your business' performance and customer satisfaction.
 - 7.5.2. Accept exclusive responsibility for understanding and ensuring compliance with any regulatory, legal, or contractual obligations related to Your business, including without limitation, data held by You and Your customers, information provided by You to Your customers and/or other third parties, and any safeguarding and security measures that may be required. We may participate in implementing needed systems, services and functions for compliance, but You are solely responsible for the final outcomes, actions taken, and results produced.
 - 7.5.3. Accept full liability for any losses or cost sustained or incurred by You or arising directly or indirectly as a result of a failure on Your part to meet any of the above provisions or for defaulting on Payment.
- 7.6. Notwithstanding any other provision in these Terms, in the event of a breach or failure by Us to execute Our express obligations under this Contract, Our total aggregate liability to You shall be limited as follows:
 - 7.6.1. **Professional Liability:** For any claim arising from Our professional negligence or breach of contract, Our liability shall be limited to **£5,000,000**, representing the level of Our Professional Indemnity insurance.



- 7.6.2. **Public Liability:** We shall maintain Public Liability insurance with a limit of not less than **£1,000,000**.
- 7.6.3. **Evidence of Cover:** We shall, upon written request, provide You with a certificate of insurance as evidence of such coverage.
- 7.6.4. **Contract Specific Increases:** Should this specific contract require higher levels of insurance than those stated above, We agree to obtain such additional cover at Your request, subject to mutual agreement on any associated costs.
- 7.7. Except in respect of the professional liability limit stated above:
 - 7.7.1. We will not be liable by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by Our servants or agents or otherwise) in connection with the performance of Our obligations under the Contract.
 - 7.7.2. We shall not be liable to You or any other person for any indirect or consequential damages or for the loss of data, profit or revenue arising out of or relating to this Contract, even if it has been advised of the possibility of such potential loss or damage.

8. Indemnification

- 8.1. You shall indemnify and hold harmless Us and our directors, officers and employees in full and on demand from and against any and all liabilities, claims, fines, demands, damages, losses or expenses (including legal and other professional adviser's fees and disbursements), interest and penalties incurred by Us howsoever arising whether wholly or in part resulting from a breach of these Terms including arising out of actions implemented by Us in compliance with any instructions issued by You.
- 8.2. You agree to indemnify Us against all liabilities, losses, and costs of any nature whatsoever suffered by Us where this is caused by You, or Your agents, employees, subcontractors or developers.
- 8.3. Additionally, You agree to unconditionally Indemnify us without limit for any claims brought against us by a third party arising out of actions implemented by us in compliance with any instruction issued by You (including, but not limited to, claims of intellectual property infringement).



- 8.4. If any action or proceeding is brought against Us by reason of such claim for which You have indemnified Us, You agree to, upon written demand from Us, defend the same at Your own expense, with counsel reasonably satisfactory to Us. To ensure Your protection, We agree to:
- 8.4.1. Notify You promptly in writing of any such claim;
 - 8.4.2. Make no admission of liability without Your prior written consent; and
 - 8.4.3. Provide reasonable cooperation in the defense of such a claim.

9. Force Majeure

- 9.1. Neither Party shall be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause that is beyond the reasonable control of that Party.
- 9.2. Such causes include, but are not limited to: power failure, internet service provider failure, strike, lockout, civil unrest, acts of malicious computer programs and code (including but not limited to viruses, Trojan horses, worms, malicious macros, and scripts), shortages, accidents, casualties, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, epidemics or any other event beyond the control of the Party in question.

10. Jurisdiction and Interpretation

- 10.1. This Contract will in all respects be subject to and construed in accordance with the laws of England.
- 10.2. Any person who is not a party to this contract may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 10.3. Any dispute between the Parties will be referred to the exclusive jurisdiction of the courts of England and subject to interpretation under court hearing.

11. Confidentiality

- 11.1. Each Party undertakes that throughout the term of the Contract, the Parties may disclose certain confidential information to each other. Both Parties agree that they will not use the confidential information provided by the other, except to perform their obligations under the Agreement.



- 11.2. Each Party will maintain the information's confidentiality and will not disseminate it to any third party, unless so authorised by the other Party in writing.
- 11.3. We may, without prior consent, use screenshots or ranking and performance information of Your Website or Company for Our own marketing purposes online and offline, providing it is non-identifiable and anonymised so that the Client and Your Company cannot be identified.
- 11.4. We reserve the right to, with Your prior written consent, use screenshots or ranking and performance information of Your Website or Company for Our own marketing purposes, online and offline.